

Agenda Item Form

Agenda Date: 05/04/2004

Districts Affected: All

Dept. Head/Contact Information: Amy Grimm X:14 / Christian Gerstheimer X: 20

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: Loan of Art

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): None ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: _____

Why is this item necessary:

Loan to Sterling and Francine Clark Art Institute, Williamstown, Massachusetts, of (1) one Oil on canvas "Landscape" by George Inness

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Statutory or Citizen Concerns:

None

Departmental Concerns:

None

April 26, 2004

TO: Mayor and City Council

FROM: Becky Duval Reese 

RE: Loan



The El Paso Museum of Art requests that the Director of the El Paso Museum of Art be authorized to sign an outgoing Loan Agreement on behalf of the City of El Paso, for the loan of one (1) oil on canvas by George Inness, *Landscape*, 1842, to the Sterling and Francine Clark Art Institute, Williamstown, Massachusetts, for an exhibition to be held from February 6, 2005 – April 17, 2005. The Sterling and Francine Clark Art Institute will cover the costs of packing, shipping and insurance during the loan period.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Director of the El Paso Museum of Art be authorized to sign a Loan Agreement on behalf of the City of El Paso, for the loan of one (1) oil on canvas by George Inness, *Landscape*, 1842, to Sterling and Francine Clark Art Institute, Williamstown, Massachusetts, for an exhibition to be held from February 6 – April 17, 2005. Sterling and Francine Clark Institute will cover the costs of packing, shipping and insurance during the loan period.

ADOPTED this 4th day of May, 2004.


CITY OF EL PASO:

Joe Wardy
Mayor

ATTEST:

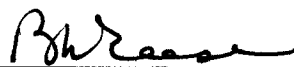
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:



Becky Duval Reese, Director
El Paso Museum of Art

Inness and the Berkshires (working title)

February 6 – April 17, 2005

Sterling and Francine Clark Art Institute
225 South Street
Williamstown, Massachusetts 01267
413-458-9545; fax: 413-458-2336

Lender Information

Lender: El Paso Museum of Art
Address: One Arts Festival Plaza
El Paso, Texas 79901

Phone: Fax: E-mail:

Name, Address, and Telephone for collection and return (if different):

Exact form of Lender's Name or Credit Line for exhibition label, catalogue, and other publications:

Short credit line where space is limited or for use on the Lenders' List:

Object Information

Artist: George Inness

Title: *Landscape*

Medium & Support: oil on canvas

Date of Work:

Inventory Number:

Signature, other inscriptions, and their location on work:

Provenance:

Dimensions (without mat, frame or base): Height x Width: 18 1/2 x 24 in

Dimensions (with mat, frame of base): Height x Width:

Insurance:

Value of the work (U.S. Dollars): \$ _____

The Borrower will exercise the same care with respect to the Work as they do in safekeeping their own objects. The Borrower will arrange for the insurance of the work on a nail-to-nail basis for the value stipulated below, using standard fine arts commercial insurance and/or United States Government Indemnity.

The Lender agrees that in the event the Work is lost or damaged, recovery, if any, will be limited to such amounts as may be paid by the insurer plus any deductible, hereby releasing the Borrower from any further liability for claims arising out of such loss or damage. If the Lender elects to maintain his own insurance, the Borrower must be supplied with a certificate of insurance naming the Borrower as additional insured under the Lender's policy or waiving subrogation against the Borrower. If the Lender elects to maintain his own insurance, this shall constitute a release of the Borrower from any liability in connection with the Work. The Borrower will accept no responsibility for any error or deficiency in information furnished to the Lender's insurers or for lapses in coverage.

Photography:

What photographic material is available? Please circle all which apply:

8x10 b/w print 4x5 color transparency 35mm slide other:

Source from which the photographic material may be obtained:

Permission to Reproduce Work:

The Lender does _____ does not _____ authorize the Borrower to photograph, reproduce, and publish the Work in any medium for archival, educational, publication, and publicity purposes during the loan period.

The Lender does _____ does not _____ authorize the Borrower to reproduce and publish the Work on merchandise associated with the exhibition.

Shipping:

Date Work due at the first venue: January 18, 2005

The Clark Art Institute assumes all costs of packing and transportation of the Work, and will contact the Lender approximately three months before the opening of the exhibition to make the necessary shipping arrangements.

Please list any special instructions for packing, handling or installation:

Return of Work:

Unless the Borrower is notified in writing to the contrary before the close of the exhibition, the Work will be returned to the Lender at the address listed on the obverse. If the Borrower is unable to return the Work within sixty (60) days after the termination of the period of this agreement, for want of instructions from the Lender, and no special arrangements have been made for the return of the Work, then the Borrower shall have the absolute right to place the Work in storage, to charge the Lender regular storage fees and all costs of insurance, and to have and enforce a lien for the cost of the storage fees and insurance. If after one year from such termination, the Work has not been reclaimed, then, in consideration for its storage, insurance and safeguarding during such period, the Work shall be conclusively deemed to be an unrestricted gift to the Clark Art Institute.

Signatures:

The Lender declares that he has full authority to make this loan, that the information listed above is correct, and that he has read and accepts the conditions of this agreement.

Signed: _____ Date: _____
Name _____ Title: _____
Lender or Authorized

Signed: _____ Date: _____
Name: _____ Title: _____
For the Clark Art Institute on behalf of the Borrowers